

1. ISSUED BY/ADDRESS OFFER TO: <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>TH</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES:
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-08-RFP-054-BY4-CPA</b>
		5. DATE ISSUED: <b>July 18, 2008</b>
		6. OPENING/CLOSING TIME: <b>July 18, 2008/August 25, 2008 3 P.M.</b>
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: Samuel J. Feinberg Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: <b>202-671-3171</b>	Samuel.feinberg@dc.gov
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**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:		

**AWARD (To be completed by the DMH) IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:
<b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:
	20. AWARD DATE:

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**B.1** The Government of the District of Columbia, Office of the City Administrator, Department of Mental Health (DMH), is seeking a Vendor who is a Certified Core Service Agency or a DMH Certified Specialty Provider capable of functioning as a “Clinical Home” herein after referred to as the Vendor to provide Integrated Community Care to Adults hospitalized at Saint Elizabeths Hospital for whom Community Based Treatment would be possible with intensive, integrated services as described in the Scope of Work.

**B.2** DMH contemplates award of a Fixed Price Contract.

**B.3** **SERVICE / DESCRIPTION /COST**

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>0001 (Base Year)</b>	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein. .	<b>12</b>	<b>Month</b>	\$ _____	\$ _____
<b>0002 (Option Year Two)</b>	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein.	<b>12</b>	<b>Month</b>	\$ _____	\$ _____
<b>0003 (Option Year Three)</b>	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein.	<b>12</b>	<b>Month</b>	\$ _____	\$ _____
<b>0004 (Option Year Four)</b>	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein.	<b>12</b>	<b>Month</b>	\$ _____	\$ _____

\_\_\_\_\_  
**PRINT NAME OF CONTRACTOR**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## **SECTION C: BACKGROUND/OVERVIEW/SCOPE OF WORK**

### **C.1 BACKGROUND**

At present, there are significant numbers of patients at Saint Elizabeths Hospital, who remain hospitalized because there is insufficient community capacity and resources to appropriately serve them. Consumers who shall be initially served through this Project are currently inpatients at Saint Elizabeths Hospital, who have clinically challenging needs that have not been met by the current community-based service system and financing structures. As a result, they have become long-term inpatients, which is an expensive and ineffective “solution” both for the individuals involved and the system. This requires that new community capacities, structures and resources be developed to support Consumers who can live in the community with adequate community supports thereby reducing their reliance on long-term inpatient care.

The Government of the District of Columbia, Department of Mental Health (DMH) is committed to providing an Integrated Care Model with a Case-Rate financing mechanism that promotes and supports individualized, flexible, effective and efficient services designed to assist these Consumers to function effectively in the community. To this end, DMH proposes a new funding model that incorporates an aggregate Case Rate that includes the continued use of the Mental Health Rehabilitation Services (MHRS) fee for service structure. The goal of this financing structure is to provide the Vendor with the necessary resources and flexibility to integrate services as needed and defined by the consumer. The cost of all needed services is to be covered by the combination of the aggregated rate and reimbursement for MHRS services. The model also incorporates outcome measures and goals based on systemic values that are combined with incentives and shared saving to promote the delivery of high quality services with guidance, oversight and training provided by DMH. There is ample evidence that with creative, flexible, individualized approaches, these individuals can succeed in the community. The literature and experience of similar projects strongly support the potential for success.

This Project is important to DMH because it shall allow the service provider and consumers to achieve their full potential when provided with flexible funding, strong leadership, appropriate outcomes and clinical training.

### **C.2 OVERVIEW**

DMH is seeking a Prospective Provider of Mental Health Services (Vendor) that shall utilize the Integrated Community Care Model to provide community treatment to Adults currently hospitalized at Saint Elizabeths Hospital for whom community based treatment would be possible with intensive, integrated services as described in the Scope of Work.

Based upon this Request for Proposal (RFP), DMH shall award a Contract that provides a Monthly Case Rate per Consumer on an annual basis for Integrated Community Care for slots supporting up to thirty (30) Adults that have currently been hospitalized at Saint

Elizabeths Hospital in excess of six (6) months. The Vendor awarded this Contract as a result of this RFP shall provide Integrated Community Care Services, along with administrative and fiscal oversight. The Vendor is expected to manage these funds to ensure that the program participants achieve the stated outcomes.

As part of the RFP process all prospective Vendors shall be expected to submit an expected Case Rate per Consumer which shall become the Not to Exceed Cost of Care for all Consumers served through this project. For example, if there are thirty (30) individual Consumers enrolled in the project and the selected Vendor states that they can provide the care for \$1,200/year which equals a \$100/month, it is expected that the combination of funding from Local Dollars and funding reimbursement through MHRS shall not exceed this amount. Since it is a goal of this initiative to provide individualized services, DMH realizes that the distribution of contract dollars per Consumer enrolled in the project shall not be the same for each Consumer. The Vendor is expected to bill and use MHRS services when appropriate thereby having some Consumers that could require more or less amounts of funding reimbursements through MHRS at different times. The Case Rate is the amount per Consumer enrolled in the Project that is required to be used to cover all mental health costs and can be used to pay for anything that shall support the success of the consumer in the community. **The Case Rate shall not be expected to pay for services that are currently paid through Medicaid's Fee for Service program (such as Acute Voluntary Inpatient Care) or through Medicaid's Managed Care Organizations (MCOs).** For any of these services the selected Vendor would be required to bill through the above referenced structures.) The purpose of the Case Rate is twofold: first, since all payment sources are fungible, the Vendor shall make treatment and support decisions based on Consumer choice and need rather than on the basis of reimbursement potential; second, when the funding is available as an aggregated lump sum there is greater efficiency and flexibility of spending. Therefore, the optimum model is for a blended funding stream of all the key resources especially Medicaid and grant funding.

In addition, out of the monthly Case Rate, the selected Vendor shall be responsible for paying for inpatient care at Saint Elizabeths Hospital, services at Comprehensive Psychiatric Emergency Program (CPEP) and for Acute Care Services for an involuntary bed at a community hospital, which is funded by DMH.

**C.2.1 Eligibility for Project Participants:** The project shall consist of up to thirty (30) voluntary Adult Consumers who meet the eligibility criteria. The Vendor cannot serve more than thirty (30) Consumers at any one point in time without prior approval from DMH. DMH in partnership with Saint Elizabeths Hospital Treatment Staff shall make all referrals to the selected Vendor. To be eligible, a Consumer must meet all of the following criteria:

- Current Saint Elizabeths Hospital Inpatient with a length of stay of more than six (6) months or;

- Current Saint Elizabeths Hospital Inpatient recently returned for Inpatient treatment after being discharged from a hospitalization of more than six (6) months or;
- Current Saint Elizabeths Hospital Inpatient with a history of three (3) or more Involuntary hospitalizations in the past year and;
- Meet clinical criteria: Axis 1 Diagnosis (other than exclusively substance abuse) and the history/clinical presentation meets criteria for LOCUS Level of Care IV
- Ability to provide informed consent and can agree to participate in project;
- Voluntarily accepts to participation in the project;
- Do not require twenty hour (24) Nursing Care and if a Forensic Inpatient must have the Court's approval

### **C.3 SCOPE OF WORK**

#### **C.3.1 Delivery of Services**

The successful Vendor awarded this Contract shall provide Integrated Services and Supports for Adults enrolled in the Integrated Community Care Project. Service delivery is guided by the following Integrated Care Project Values:

- Commitment to the practice of unconditional care (“Whatever it takes”);
- Commitment to the notion of “High Risk, High Support” (respect for the individual and their choices)
- A focus on recovery and successful community living
- A focus on individual and family strengths;
- A Consumer-driven process;
- An individualized approach with flexible services;
- An emphasis on serving consumers in their communities;
- A commitment to culturally and linguistically competent care;
- A process that uses integrated service delivery teams;
- An emphasis on use of natural supports and non-Mental Health related agencies/services, and
- A net result of cost-effectiveness and an outcome driven process.

The successful Vendor who is awarded this Contract shall:

- Attempt to enroll each Consumer whose name is referred by DMH
- Ensure that enrolling Consumers sign an agreement or make an equivalent representation which indicates his/her voluntary decision to participate in the project and an indication that the individual is competent to voluntarily enroll.

This agreement is separate from and in addition to the MHRS required documents for enrollment.

- Be responsible for service delivery to the Consumer from the date of enrollment (the date the Consumer signs the agreement/makes the equivalent representation to participate in the project) until disenrollment occurs.
- Ensure that Consumers may disenroll from enrollment by voluntary decision or by disenrollment from MHRS per DMH Policy 525.2.

The following Integrated Community Care Service elements shall be required:

**1. Integrated Community Based Individual Recovery Plan**

The Integrated Community Based Individual Recovery Plan (IRP) reflects the Consumer's chosen goals for treatment, along with identifying the Consumer's chosen MCO for Medical Services and Supports to assist the Consumer in achieving those goals.

**2. Integrated Community Care Team**

The Vendor shall create a service delivery team for each Consumer participating in the project. This team is comprised of Direct Service Staff, the Consumer, the Consumer's family as requested and any advocates and/or any natural supports identified by the Consumer, along with representatives of other public and private agencies, who are delivering services to the Consumer and other persons influential in the Consumer's life that can be instrumental in developing effective services. The team is responsible for the Integrated Community Based Individual Recovery Plan.

**3. Twenty Four (24) Hours per Day/Seven (7) Days per Week Availability**

The Vendor shall provide twenty four (24) hours per day, seven (7) days a week crisis/emergency response to the enrolled Consumers. The Vendor shall assure that each Consumer has an individualized crisis and safety plan.

**4. Relationship with the non-Mental Health Provider Community**

The Integrated Community Care Team must have an ongoing awareness of the non-Mental Health Community resources that could potentially be useful to the Consumer and be able to develop positive relationships with these Providers in order to ensure access and quality services to the Consumer. The Integrated Community Care Team shall assure that Consumers exercise their right to informed choices concerning services and supports, along with informed choices with respect to the Provider(s) of such services.

**5. Understanding of Informal Supports**

In the initial assessment process, the Integrated Community Care Team shall work with the Consumer to identify strengths and needs, along with setting treatment goals that incorporate the use of natural and informal supports that can be integrated into the Individual Recovery Plan.



**6. Outcomes Focused Approach**

The Integrated Community Based Individual Recovery Plan (IRP) shall be regularly evaluated by the Integrated Community Care Team and the Clinical Supervisor to determine the effectiveness of the IRP, while strengthening the Consumer's ability to achieve his/her desired goals.

**C.3.2 Service Management**

The Vendor shall directly provide or purchase an array of Medicaid and local dollar funded services and supports. Medicaid funded services are accessed via the DMH-operated MHRS system; the Vendor shall coordinate all access to these services. Non-Medicaid funded services include services paid under contracts between D.C. agencies and private providers. The Vendor shall ensure that these services are incorporated into the IRP and that existing Medicaid or MHRS reimbursable services are neither duplicative nor supplanted by Local-Dollar funded-services. The Vendor shall develop a network of nontraditional providers that can deliver services and supports that meet the needs of individual consumers as identified in the Integrated Community Based Individual Recovery Plan.

**C.3.3 Responsibilities of Direct Service Staff**

- C.3.3.1 Direct Service Staff are expected to maintain a maximum caseload of eight (8) to ten (10) Consumers.
- C.3.3.2 Direct Service Staff are required to assist the Consumer in scheduling a physical examination within forty eight (48) hours of enrollment and ensure that a comprehensive physical examination is completed within one (1) month of enrollment. Identified somatic health concerns are documented and addressed on an ongoing basis.
- C.3.3.3 Direct Service Staff are required to meet with Consumers face-to-face as frequently as needed and no less than at least twice weekly for the initial thirty (30) days of enrollment and with a frequency based on clinically documented need thereafter, along with conducting Integrated Community Care Team meetings quarterly or as otherwise indicated by the Consumer's progress. A formal Integrated Community Based Individual Recovery Plan meeting with the Integrated Community Care Team is required within thirty (30) days of enrollment and at least every ninety (90) days thereafter.
- C.3.3.4 Direct Service Staff must comply with all required documentation and data collection in support of the project's implementation and evaluation strategy.
- C.3.3.5 Direct Service Staff must participate in training efforts provided by DMH.

- C.3.3.6 Direct Service Staff must prepare and submit any reports to the Court for Court ordered/involved Consumers including appearing in Court to testify as needed.
- C.3.3.7 Direct Service Staff must document that all reasonable efforts are made to secure and maintain Medicaid eligibility for Medicaid eligible Consumers.
- C.3.3.8 Direct Service Staff must ensure that any new enrollee who receives MCO Medicaid benefits completes the conversion to Medicaid Fee for Service.

**C.3.4 Responsibilities of Supervisors**

Supervisors must not maintain an active caseload and shall be prepared to provide coverage for Consumers among the caseload maintained by Direct Service Staff under their supervision. In addition, Supervisors shall not supervise other programs within the agency. The role of the Supervisor is to support, train and supervise the Direct Service Staff. Supervisors must participate in training efforts funded by DMH.

**C.3.5 Financial Management**

- C.3.5.1 The agreed upon Case Rate shall be a combination of funding utilizing Local Dollars minus whatever Medicaid billable services are claimed through MHRS.
- C.3.5.2 Five percent (5%) of the agreed upon Case Rate shall be placed in an Incentive Pool which the Vendor can access via acceptable performance in Outcome Evaluations (Incentive). Incentive Pools shall be paid at 100% of the Incentive Pool for a Rating of “Excellent”, 85% of the Incentive Pool for a Rating of “Good”, 50% for a Rating of “Satisfactory” and 0% for a Rating less than “Satisfactory.”
- C.3.5.3 The Case Rate shall be used to fund all of the project costs inclusive of administration, training and the development of new services for the project population.
- C.3.5.4 If the Case Rate funds are used to subsidize a Consumer’s housing, the Consumer must be in housing that meets health and safety standards, along with applicable laws and regulations.
- C.3.5.5 The Vendor shall be responsible for paying for Inpatient Care at Saint Elizabeths Hospital, and for Acute Care Services for an involuntary admission to a DMH funded IMD hospital.

**C.3.5.6** The Vendor shall provide for Audits of the Project Funds as part of their audit process and repayment of any audit disallowances.

**C.3.5.7** The Vendor shall be responsible for paying for four (4) days of a hospitalization at Saint Elizabeths Hospital, or at a DMH contracted IMD Community Hospital in which DMH authorized the admission. On the 5<sup>th</sup> day of a hospitalization, a Consumer is placed in an “Inactive Status” in which MHRS Services are still reimbursable, but for which no case rate dollars shall be paid until the consumer is “Reactivated.” Consumers are “Reactivated” on the day of discharge from the hospital.

**C.3.5.8** The Vendor’s obligation to pay for a Consumer’s services shall be terminated if it is determined that the consumer shall be hospitalized for longer than two (2) months or if it is determined that disenrollment is appropriate due clinical assessment that the Consumer is not appropriate for the project. These determinations shall be approved by DMH.

**C.3.4 Applicable Documents**

Item No.	Document Type	Title	Date
1		<b>Foundations of Integrated Community Care</b>	
2		<b>Independent Evaluation</b>	
3		<b>Funding Methodology</b>	
4			

**C.4 DEFINITIONS**

The following definitions apply to this RFP

- 1) “Consumer” means a person who uses mental health services and is eligible for MHRS services
- 2) “MHRS” means Mental Health Rehabilitation Services and refers to Medicaid reimbursable services in the DMH MHRS program
- 3) “Vendor” means a DMH certified Core Service Agency or a DMH certified specialty provider who can function as a clinical home

- 4) “Case Rate” means the monthly prospective payment from DMH to the Provider which is a combination of MHRS and Local dollars not to exceed the maximum monthly rate.
- 5) “Direct Service Staff” means case managers, community support workers, certified addictions counselors, and other provider staff who engage in direct service activities with consumers.
- 6) “Enrollment” means the process by which the consumer agrees to accept the services of the provider in this project by signing an agreement or making an equivalent representation to participate. Enrollment is effective the date of signing the agreement or making the equivalent representation.

**C.5 QUALIFICATIONS**

- C.5.1** DMH seeks proposals from a Vendor who is a Certified Core Service Agency or a DMH Certified Specialty Providers of Mental Health Services, to provide Integrated Community Care to Adults hospitalized at St. Elizabeths Hospital, who can function as a “clinical home” and who are currently able to bill DMH through DMH’s MHRS reimbursement system.
- C.5.2** The Vendor must have demonstrated knowledge/expertise in providing intensive, Integrated Community Care Services to Adults who have experienced lengthy in-patient care exposures.
- C.5.3** The Vendor must have prior experience working directly with Adults with serious and persistent mental illnesses, who require intensive supports, services and treatment to remain in community settings.
- C.5.4** The Vendor must have experience working with culturally diverse Consumers who may not be proficient in the English language.
- C.5.5** The Vendor must have prior experience developing and implementing Integrated Treatment Plans that involve collaborating with public and private service providers.
- C.5.6** The Vendor must have demonstrated experience in addressing Consumers needs in the following areas: Mental Health Assessment, Outpatient Mental Health Clinical Services, Psychiatric Inpatient Hospitalization, Medication Management, Employment, Community Living Skills, Housing and Housing supports, Advocacy, Family Support Services, linkage with Substance Abuse Services, Transportation, Crisis Services and Somatic Care.
- C.5.7** The Vendor must have the demonstrated capacity to initiate and implement the Integrated Community Care Project according to the time frame set forth by DMH.

- C.5.8** The Vendor shall provide a workforce that reflects the cultural and linguistic diversity of the Consumers being served. Appropriate interpreter services must be secured, as needed, for Consumers who are not English language proficient.
- C.5.9** The Vendor must have in place a supportive workplace culture, personnel policies and supervisory practices that minimize Direct Services Staff turnover due to job stress. The Vendor must have as part of its supervision process the goal of individual staff professional development.
- C.5.10** The Vendor shall have a staff configuration that ensures successful service delivery that includes the provision of the needed array of formal and informal supports as identified in the Integrated Community Individual Recovery Plan. The Vendor shall have an administrative structure that provides appropriate clinical and operational supervision for Direct Service Staff.
- C.5.11** The Vendor shall have financial reserves sufficient to pay staff devoted to this project for a minimum of two (2) months
- C.5.12** Direct Service Staff hired by the Vendor must meet MHRS standards with respect to degrees and credentialing. At least one (1) Peer Specialist must be part of the Integrated Community Care staff and team
- C.5.13** Integrated Community Care Project Supervisors must have Case Management experience and meet requirements as a MHRS qualified practitioner.

**C.6 DELIVERABLES**

**C.6.1 Program Requirements**

- C.6.1.1** The Vendor must ensure that they adhere to the unique expectations of each phase.
- C.6.1.2** The Vendor must ensure that each Consumer has a Direct Service Staff assigned within twenty four (24) to seventy two (72) hours of enrollment and an Integrated Community Care Team meeting within thirty (30) days of enrollment.
- C.6.1.3** The Vendor must develop and implement an Integrated Community Based Individual Recovery Plan (IRP) within thirty (30) days of enrollment.
- C.6.1.4** The Vendor must ensure that the approach to services is aligned with the values of Integrated Community Care Project as depicted on Page 8 of this RFP.
- C.6.1.5** The Vendor must be able to identify community informal and formal

supports to execute the Individual Recovery Plan (IRP).

**C.6.1.6** The Vendor must provide twenty four (24) hours per day, seven (7) days per week crisis/emergency access and response to enrolled Consumers.

**C.6.1.7** The Vendor must ensure Integrated Community Care Teams meet quarterly and assess the IRP, making modifications as appropriate.

**C.6.1.8** The Vendor must ensure that the Integrated Community Based Individual Recovery Plan shall include an individualized service mix unique and responsive to the Consumer's strengths and needs using both formal services and natural supports.

**C.6.1.9** The Vendor must ensure that all services to the Consumer are culturally and linguistically competent, including the work of the Integrated Community Care Team.

**C.6.2 Staff Requirements**

**C.6.2.1** The Vendor shall ensure that an adequate number of Direct Service Staff are employed to adhere to the required caseload limit.

**C.6.2.2** The Vendor shall ensure that adequate supervision of the Direct Service Staff occurs to support the values and elements of the Integrated Community Care model and clinical best practice.

**C.6.2.3** The Vendor shall ensure that employees performing services under the Contract resulting from this RFP have ongoing training and staff development.

**C.6.2.4** The Vendor shall ensure a supportive workplace culture that works to retain high quality personnel who interact directly with Consumers and their families.

**C.6.2.5** The Vendor shall take active steps to ensure that the diversity of their workforce matches the diversity of the families served and that other aspects of culturally competent service delivery are implemented properly.

**C.6.2.6** The Vendor shall ensure that staff understand and place high priority on engaging and maintaining the active involvement of Consumers as partners in their Integrated Community Based Individual Recovery Plans (IRP).

**C.6.2.7** The Vendor shall have a plan for expanding staff and other organizational

resources in order to serve an increasing number of cases as approved by DMH.

C.6.2.8 The Vendor shall ensure that all relevant staff, including executive leadership, management staff, Direct Service Staff and supervisors along with clinical staff participate in DMH funded training

C.6.2.9 The Vendor shall be responsible for specific data collection and record keeping tasks that are mandated.

**C.6.3 Maintain Accurate and Complete Case Record Files**

C.6.3.1 The Vendor shall establish a unique case file for each Consumer. The file shall contain documentation in compliance with MHRS standards.

C.6.3.2 Case record files shall be examined as part of the project oversight. The Vendor must maintain up to date and complete Case record files.

C.6.3.3 The Vendor shall ensure that work areas adequately comply with the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements; case records must not be publicly accessible nor in a public area of the workplace.

C.6.3.4 The Vendor shall retain all case records and other documents consistent with District of Columbia Government/DMH regulations, at its cost. Service records in any form generated or arising from the use of State funds provided under the Contract resulting from this RFP are the sole and exclusive property of DMH.

**C.6.4 Enter/Update Case Information into DMH Case Management Database**

The Vendor shall be expected to complete fields in the eCura database including, but not limited to enrollment and authorization information. In addition, other information may be collected in databases, spreadsheets, or other electronic format.

**C.6.5 Evaluation**

On an Annual Basis the Vendor's performance shall be evaluated according to the following outcome categories.

- Enrollment and Disenrollment
- Housing Acquisition and Retention with sub-category for independent housing
- Employment (number of enrolled Consumer with competitive jobs)
- Education (literacy classes, GED preparation, college, vocational courses, etc)
- Linkage and follow-up with somatic medical care

- Success in meeting needs identified by Consumer
- Linkages with families when appropriate
- Psychiatric hospital bed days used (including acute care paid through Medicaid's Fee for Service structure)
- Nights spent by Consumers homeless or in homeless shelter
- Jail use by number of days
- Visits to Psychiatric Emergency Rooms (including CPEP)
- Client and family satisfaction
- Linkage and follow-up with substance abuse treatment
- Consumer and family satisfaction
- Timely and accurate submission of required data and reports
- Maximizing Medicaid reimbursement
- Community Tenure (in months)

The actual definitions and performance measures shall be appended to the Contract resulting from this RFP after discussions with the Vendor. Evaluation methodology shall include data review, medical record review and interviews with Consumers and their families. The results of the evaluation shall be reported in an aggregate score which shall be used to determine incentive awards and retention of any savings.

#### **C.6.6 Periodic Reporting**

The Vendor shall be required to submit by the tenth of each month a written report in hard and soft copy that includes all Consumers enrolled in and discharged from the Integrated Community Care Project, along with the number of Consumers enrolled for the period, the number of Acute Care admissions with lengths of stay, the number of Consumers seen for medical care, the number of Consumers who retained housing, the number of Consumers who were homeless with lengths of homelessness, days incarcerated and number of Consumers employed or engaged in an educational activity. In addition, monthly reports shall include aggregate expenditures and expenditures per Consumer of Case Rate funds. On a quarterly and annual basis, the Vendor shall report on performance according to the above evaluation measures. DMH may require that the Vendor produce additional reporting on a schedule to be negotiated with the Vendor.

#### **C.6.7 Fiscal Requirements**

- C.6.7.1** The Vendor must deliver Integrated Community Care services within the rate that is established in the Contract resulting from this RFP.
- C.6.7.2** The Vendor's proposed budget must be fair and reasonable relating to the costs required to perform the Integrated Community Care services for the number of Consumers to be served.



- C.6.7.3** The Vendor shall maintain effective fiscal and program management in order to ensure cost effectiveness in the delivery of services and adherence to the established budget.
- C.6.7.4** Expenditure of Case Rate funds shall include documentation that the Vendor has exhausted all other community resources for providing these services without expenditure of funding by Local Dollars and/or that the expenditure of Case Rate funds does not duplicate District dollars already obligated for the Consumer under a Contract through other District of Columbia Government Agencies.

**SECTION D**

**PACKAGING AND MARKING**

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**SECTION D: PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.1

**D.2 POSTAGE AND MAILING FEES**

Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

**\*\*\* END OF SECTION D \*\*\***

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

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**SECTION E: INSPECTION AND ACCEPTANCE****E.1 GENERAL PROVISIONS**

The inspection and acceptance requirements for the Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

**E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM  
REQUIRED SERVICES**

**E.2.1** The Contractor shall be held to the full performance of the contract. The District shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.

**E.2.2** A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

**E.2.3** The District shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

**E.2.4** Therefore, in the case of non-performed work, the District:

**E.2.4.1** Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the contract;

**E.2.4.2** May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District;

**E.2.4.3** May, at its option, perform the services by District personnel or other means.

**E.2.5** In the case of unsatisfactory work, the District:

**E.2.5.1** Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;

**E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District.

**\*\*\* END OF SECTION E \*\*\***

**SECTION F**  
**DELIVERIES OR PERFORMANCE**  
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**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

The District contemplates to award a Firm Fixed Price Contract.

**F.2 PERIOD OF PERFORMANCE**

**F.2.1** The Period of Performance (POP) for this Contract shall be One (1) Year from Date of Award with Four (4) One Year Option Periods.

**F.3 OPTION PERIOD**

**F.3.1** The District shall extend the POP of this Contract by exercising up to Four (4) One Year Option Periods or a fraction thereof.

**F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.4.1** The District shall extend the term of this Contract for a period of Four (4) One Year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ ACCO) prior to expiration of the Contract.

**F.4.2** If the District exercises the option, the extended Contract shall be considered to include the option provision.

**F.4.3** The price for the option period shall be as specified in the Contract.

**\*\*END OF SECTION F\*\***



**SECTION G**  
**CONTRACT ADMINISTRATION DATA**  
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**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 BILLING AND PAYMENT**

**G.1.1** The District shall make payments to the Contractor at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** Contractor shall submit its invoices in the eCura system. The District shall provide a code set to Contractor to use in its invoice submissions. Contractor shall complete a mandatory training session on the code set and billing process prior to rendering services under the Contract. The District shall provide access to eCura at no cost to the Contractor. Transactions of encounters entered into the eCura system shall be reimbursed up to the spending limits of the Purchase Order issued to support the Contract. Encounters entered into the eCura system shall be batched weekly and submitted for payment to ensure compliance with the Quick Payment Act (see Section G.8, below). Contractor shall receive a billing code for this service upon receipt of an award. Local dollars shall be used to support this contracted service.

**G.1.3** The District shall pay the amount due the Contractor under this contract after completion and acceptance of all work, and submission of proper billing information through eCura.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Agency Chief Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 ASSIGNMENTS OF CONTRACT PAYMENTS**

**G.4.1** In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor shall assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution

**G.4.2** Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

**G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.5** **AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

Contracts shall be entered into and signed on behalf of the District Government only by the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO). The address and telephone number of the Director/ACCO is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
E-Mail: samuel.feinberg@dc.gov

**G.6** **AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER**

**G.6.1** The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

**G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Agency Chief Contracting Officer.

**G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Agency Chief Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

**G.7**            **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
(COTR)**

**G.7.1**            The COTR is responsible for general administration of the Contract and advising the Agency Chief Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as shall be specified in the Contract. The COTR for this Contract is:

Name:            Alexis Haynes  
Title:            Director of Care Coordination  
                      Office of Programs and Policy  
Agency:        Department of Mental Health  
Address         64 New York Avenue, N.E., 4<sup>th</sup> Floor  
Telephone:     (202) 673-2061

It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, shall be denied compensation or other relief for any additional work performed that is not so authorized, and shall also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**\*\*END OF SECTION G\*\***

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev. 4, dated July 5, 2007, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor shall be entitled to an equitable adjustment. The Department of Employment Services may adjust the living wage annually and the District's Office of Contracting and Procurement (OCP) will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment. **Offerors are encouraged to check the Living Wage Act link on OCP's website prior to submitting proposals.**

### **H.3 PUBLICITY**

**H.3.1** The Contractor shall at all times obtain the prior written approval from the Agency Chief Contracting Officer before any of its Officers, agents, employees or subcontractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of

communication, bearing on the work performed or data collected under this Contract.

**H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.4.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code section 2-219.01 et seq. (“First Source Act”).

**H.4.2** The Contractor shall enter into and maintain , during the term of the Contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.4.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“Contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job opening listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.4.4** If the Contract amount is equal to or greater than \$100,000.00 the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

**H.4.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Agency Chief Contracting Officer its compliance with the section H.4.4 of this clause, or
- (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.4.6.

**H.4.6** The Agency Chief Contracting Officer shall waive the provisions of section H.4.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed the Washington Standard Metropolitan Statistical Area which includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George, the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert, and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certified that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

**H.4.7** Upon receipt of the Contractor’s final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Agency Chief Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.



**H.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, shall be enforced by the Agency Chief Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor shall appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Agency Chief Contracting Officer pursuant to this section H.4.8.

**H.4.9** The provisions of sections H.4.4 through H.4.8 do not apply to nonprofits.

**H.5** **PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

**H.6** **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, this Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

**H.7** **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. seq.

**H.8** **CONTRACTOR RESPONSIBILITIES**

Contractor is to perform under the required “Scope of Work” and in accordance with the terms and conditions of this solicitation.

**H.9** **LIQUIDATED DAMAGES**

**H.9.1** When the Contractor fails to perform the tasks required under this Contract, DMH shall assess Liquidated Damages in an amount of \$1000.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

**H.9.2** When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor.

Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provision, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

**\*\*END OF SECTION H\*\***

**SECTION I**  
**CONTRACT CLAUSES**  
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**SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in a number of days, shall include Saturdays, Sundays, and Holidays, unless otherwise stated herein.

**I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Providers who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

**1.5.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

**1.5.2 If however, a Contract is awarded to this Provider as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's**

rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets).”

**I.5.3** Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

**I.6** **RIGHTS IN DATA**

**I.6.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it shall be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

**I.6.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It shall, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data shall be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

**I.6.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs shall be either machine-dependent or machine-independent, and shall be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

- I.6.5** Any data derived from the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data shall not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District shall have released such data to the public.
  
- I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

  - I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer shall be transferred by the District;
  - I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and,
  - I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
  
- I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless

  - (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor shall not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.6.8** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Agency Chief Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall

have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated herewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Contractor shall indemnify and save and hold harmless the District, its Officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

**I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.7** **OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

**I.8** **SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.9** **CONTINUITY OF SERVICES**

**I.9.1** The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, shall continue to provide these services. To that end, the Contractor agrees to:



**I.9.1.1** Furnish phase-out, phase-in (transition) training; and

**I.9.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10** **INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10 ) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

**I.10.1** Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

**I.10.2** Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

**I.10.3** Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

**I.10.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

**I.10.5** Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

**I.10.6** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.11 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2. An award cannot be made to any Provider who has not satisfied the equal employment requirements as set forth by equal employment requirements.

**I.12 ORDER OF PRECEDENCE**

A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence priority the documents that are incorporated into this Contract by reference and made a part of the Contract:

1. Contract Sections A through M of this Contract
2. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)
3. Wage Determination No. 2005-2103 (Revision No. 4, July 05, 2007) (Attachment J.2).
4. Best and Final Offer dated March 14, 2008
5. Request for Proposal submission dated January 4, 2008
6. Request for Proposal Number RM-08-N-0051-VM

This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contract.

**I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

**\*\*END OF SECTION I\*\***

**SECTION J:**  
**LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007
- J.2** Wage Determination No. 2005-2103, Rev. 4, dated July 5, 2007
- J.3** Healthcare Insurance Portability and Accountability Act
- J.4** EEO information and Mayor Orders 85-85
- J.5** Tax Certification Affidavit
- J.6** Cost/Price Data Package, as Applicable
- J.7** Contractor's Affidavit of Responsibility
- J.8** The Foundations of Integrated Community Care
- J.9** Cultural Competence Self-Assessment
- J.10** References
- J.11** Proposed Budget Format and Content
- J.12** Funding Methodology

**\*\*\* END OF SECTION J \*\*\***

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**SECTION K:**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF**  
**PROVIDERS**

**K.1**            **AUTHORIZED NEGOTIATORS**

The Provider represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for proposals. (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2**            **TYPE OF BUSINESS ORGANIZATION**

**K2.1**            The Provider, by checking the applicable box, represents that  
It operates as:

- a corporation incorporated under the laws of the State of \_\_\_\_\_
- an individual,
- a partnership
- a nonprofit organization, or
- a joint venture; or

(b) If the Provider is a foreign entity, it operates as:

- an individual
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3**            **CERTIFICATION AS TO COMPLIANCE WITH EQUAL**  
**OPPORTUNITY OBLIGATIONS**

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification shall result in rejection of the Provider for a Contract subject to the order. I hereby certify that I am fully

aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Vendor \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Vendor \_\_\_ has \_\_\_ has not participated in a previous Contract or subcontract subject to the Mayor’s Order 85-85. Provider \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Vendor. (The above representations need not be submitted in connection with Contracts or subcontracts, which are exempt from the Mayor’s Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The Provider hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Provider shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 shall benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

---

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Provider is considered to be a certification by the signatory that:

- 1) The Prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Vendor or competitor relating to:
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The Prices in this Contract have not been and shall not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Vendor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

**K.** Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Vendor’s organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2)

**K.** Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Provider’s organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

If the Vendor deletes or modifies subparagraph (a)(2) above, the Provider must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7            TAX CERTIFICATION**

Each Provider must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5

**\*\*END OF SECTION K\*\***



**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****TABLE OF CONTENTS**

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District intends to award a single Contract resulting from this solicitation to the responsive and responsible Vendor whose offer conforming to the solicitation shall be most advantageous and in the best interest to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District shall award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Vendor’s best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and six (6) copies of the written proposals shall be submitted in two parts, titled “Technical Proposal” and “Price Proposal”. Proposals shall be typewritten in 12 point font size on 8.5” by 11” bond paper. Telephonic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked “Proposal in Response to Solicitation No. (insert solicitation number, title and name of Vendor)”.

*(Vendors are directed to the specific Proposal Evaluation Criteria found in Section M of this solicitation, Evaluation Factors. The Vendor shall respond to each factor in a way that shall allow the District to evaluate the Provider’s response. The Vendor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the Technical Proposal shall facilitate evaluation and best value source selection for all proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)*

**L.2.1** The Technical Proposal shall be no more than 20 single-spaced pages. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and will not review or evaluate such pages. This page limitation does not apply to resumes of proposed staff. Contractor shall address the following:

**L.3 RESERVED**

**L.4 OPTIONAL PRE-PROPOSAL CONFERENCE SHALL BE HELD ON JULY 30, 2008 AT 12:30 P.M. AT THE DEPARTMENT OF MENTAL**

**HEALTH, 64 NEW YORK AVENUE, N.E., WASHINGTON, D.C. 20002,  
4<sup>TH</sup> FLOOR TRAINING ROOM**

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.5.1 Proposal Submission**

**PROPOSALS shall be submitted NO LATER THAN 3:00 P.M. EDT. on AUGUST 25, 2008 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER:**

**Department of Mental Health  
64 New York Avenue, N.E.  
Contracts and Procurement Administration, 4<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Veronica Morrisey**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Agency Chief Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.5.2 Withdrawal or Modification of Proposals**

A Vendor shall modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.5.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original

receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Provider can furnish evidence from the postal authorities of timely mailing.

**L.5.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and shall be accepted.

**L.5.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.6 EXPLANATION TO PROSPECTIVE PROVIDERS**

If a prospective Vendor has any questions relative to this solicitation, the prospective Provider shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Vendor shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Vendors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Vendors. Oral explanations or instructions given before the award of the Contract shall not be binding.

**L.7 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 4<sup>th</sup> Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the Director, Contracts and Procurement/ Agency Chief Contracting Officer,

Department of Mental Health that future solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

**L.8            RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.8.1**        Providers who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this Vendor as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s right to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to the restriction are contained in sheets (**inset page numbers or other identification of sheets**”).

**L.8.2**        Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on the sheet is subject to the restriction on the title page of this proposal.”

**L.9            PROPOSALS WITH OPTIONS YEARS**

The Vendor shall include option year prices in its price/cost proposal. An offer shall be determined to be unacceptable if it fails to include option year pricing.

**L.10          PROPOSAL PROTESTS**

Any actual or prospective Vendor or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved

person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.11**            **SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.12**            **UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and shall be construed as an indication of the Provider's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

**L.13**            **RETENTION OF PROPOSALS**

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Vendor.

**L.14**            **PROPOSAL COSTS**

The District is not liable for any costs incurred by the Vendor in submitting proposals in response to this solicitation.

**L.15**            **ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Vendor shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.16**            **CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work.

Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
E-Mail: [samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov)

**L.17            ACKNOWLEDGMENT OF AMENDMENTS**

The Vendor shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Providers failure to acknowledge an amendment shall result in rejection of the offer.

**L.18            BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Vendors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Agency Chief Contracting Officer determines that it is clearly in the Government’s best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Agency Chief Contracting Officer shall issue an additional request for best and final offers to all Providers still within the competitive range.

**L.19            KEY PERSONNEL**

The Vendor shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who shall lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged). Resumes are not counted toward the 20 page limit applicable to technical proposals.



**L.20**            **ACCEPTANCE PERIOD**

The Vendor agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

**L.21**            **LEGAL STATUS OF PROVIDER**

Each proposal must provide the following information:

**L.21.1**        Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Provider;

**L.21.2**        A copy of each District of Columbia license, registration or certification that the Vendor is required by law to obtain. This mandate also requires the Provider to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Vendor is required by law to make such certification. If the Vendor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

**L.21.3**        If the Vendor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.22**            **FAMILIARIZATION WITH CONDITIONS**

Vendors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that shall be encountered, and the conditions under which work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.23**            **STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.23.1**        Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

- L.23.2**       Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.23.3**       Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.23.4**       Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.23.5**       Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6**       Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.23.7**       Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.23.8**       If the prospective Contractor fails to supply the information requested, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

**\*\*END OF SECTION L\*\***

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

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**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The Contract shall be awarded to the response/responsible Vendor whose offer is most advantageous to the District, based upon the evaluation criteria specified below.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
49 and Below	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
50-59	Poor	Marginally meets minimum requirements; major deficiencies which shall be correctable
60-69	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which shall be correctable.
70-79	Acceptable	Meets requirements; no deficiencies.
80-89	Good	Meets requirements and exceeds some requirements; no deficiencies
90-100	Excellent	Exceeds most, if not all requirements, no deficiencies.

**M. 3 EVALUATION STANDARDS**

Selection of Vendors for Contract awards shall be based on an evaluation of proposals against the following factors:

**M.3.1 TECHNICAL CRITERIA**

**Business Capability**

**(90 POINTS)**

A. Provider demonstrates experience and past performance delivering Integrated Community Care demonstrating adherence to the values and foundations of Integrated Community Care.

**POINTS**

15

- B. Provider demonstrates D.C. experience and past performance providing integrated community based services to the population targeted by the Integrated Community Care Project and effective collaborations and relationships with District providers and community organizations who serve this population. 15
- C. Provider demonstrates detailed program plan outlining Integrated Community Care Services and utilization of a diverse, culturally and linguistically competent network of traditional and nontraditional service providers. 10
- D. Provider demonstrates proposed plan for engaging and involving consumers who have experienced lengthy hospitalizations in the creation of the Integrated Community Care Team and development of the Integrated Community Individual Recovery Plan and its implementation. 20
- E. Provider demonstrates proposed staffing plan, the experience and responsibilities of current and needed staff in fulfilling the deliverables. 15
- F. Provider demonstrates plan to collect and analyze information to report program activity and program effectiveness in meeting required performance measures. 15

**M.3.2 PRICE/COST**

**(10 POINTS)**

The price evaluation shall be objective. The Provider with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Provider's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

**M.3.3 PREFERENCE**

**(0-12 POINTS)**

**M.3.4 TOTAL**

**(0-112 POINTS)**

**M.4 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION**

**M.4.1 Preference for Subcontracting to Open Market solicitations with No LBE, DEB, RBO Subcontracting Set Aside**

- 1) If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the Prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the Prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for certified LBE, DBE, RBO, or business located in an enterprise zone, for participation in the joint venture.

Vendors interested in becoming certified under the different programs should contact the following for a certification package.

Department of Small and Local Business Development  
ATTN: Certification Program  
441-4<sup>th</sup> Street, N.W, Suite 970N  
Washington, D.C. 20001

**M.5 PREFERENCES**

**M.5.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged BusinessEnterprise Development and Assistance Act of 2005”, D.C. Official Code §2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.2** For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

**M.5.2.1** Any Prime Contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this RFP.

**M.5.2.2** Any Prime Contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

**M.5.2.3** Any Prime Contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten (10) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

**M.5.2.4** Any Prime Contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

**M.5.2.5** Any Prime Contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

**M.5.2.6** Any Prime Contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

**M.5.3** **MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the Prime Contractor with certified business enterprises..

**M.5.4 PREFERENCES FOR CERTIFIED JOINT VENTURES**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a Prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.5 VENDOR SUBMISSION FOR PREFERENCES**

**M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

1) Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

2) Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.5.5.47** An Offeror can receive a maximum of 112 points (100 maximum points for the Technical, Price and Past Performance Evaluations, and up to 12 additional points for allowable preferences as outlined in Section M.6.)

**\*\*END OF SECTION M\*\***